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SCHOOL DISTRICT SCHOOL RESOURCE DEPUTY SERVICES CONTRACT TABLE OF CONTENTS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE WHITTIER UNION HIGH SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN **COUNTY - DISTRICT**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGELES
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By Deputy	By Zev Yaroslavsky Chairman, Board of Supervisors I hereby dertify that pursuant of Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By Deputy
	WHITTIER UNION HIGH SCHOOL DISTRICT
ATTEST:	By School District's Principal Representative
By	
City Clerk By	ADOPIED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES
City Attorney	► 105 JUN 1 9 2007
APPROVED AS TO FORM:	Suchi a. Hamai
Raymond G. Fortner, Jr.	SACHI A. HAMAI

Raymond G. Fortner, Jr.

County Counsel

Principal Deputy County Counsel

SCHOOL DISTRICT SCHOOL RESOURCE DEPUTY SERVICES CONTRACT TABLE OF CONTENTS LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE PARAMOUNT UNIFIED SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

JULY 1, 2007, is made by and between the COUNTY OF LOS ANGELES, hereinafter
referred to as "County," and the PARAMOUNT UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "District".

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

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operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
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- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGE	ELES
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By	Zev Yaroslays Chairman, Board of St	cy Desilve that pursuant to ction 25103 of the covernment Code, ivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By Deputy
Deputy	PARAMOUNT UNIFIED	
	Ву 12	chelon
ATTEST:	School District's Principal	ipal Representative
By	Δης	PTFD
City Clerk	BOARD C	OF SUPERVISORS YOF LOS ANGELES
City Attorney	► 105	JUN 1 9 2007
APPROVED AS TO FORM: Raymond G. Fortner, Jr.	Suchi SACH EXECU	A. Hamau HI A. HAMAI TIVE OFFICER
County Chunsel		

Principal Deputy County Counsel

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE WILSONA SCHOOL DISTRICT

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2.0 ADMINISTRATION OF PERSONNEL

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- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
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- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
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- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES		
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By Deputy	Zev Yaroslavsky Chairman, Board of Supervisors I hereby certify the pursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By Deputy WILSONA SCHOOL DISTRICT	
A TEMPO CIT	By May 4-2407 School District's Principal Representative	
ATTEST:		
ByCity Clerk	ADOPTED BOARD OF SUPERVISORS	
By	COUNTY OF LOS MIGELES	
City Attorney	► 105 JUN 1 9 2007	
APPROVED AS TO FORM:	Suchi a. Hamai	
Raymond G. Fortner, Jr.	SACHI A. HAMAI EXECUTIVE OFFICER	

County Counsel

Principal Deputy County Counsel

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SCHOOL DISTRICT SCHOOL RESOURCE DEPUTY SERVICES CONTRACT TABLE OF CONTENTS LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN **COUNTY - DISTRICT**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES Zev Yargslavsky Chairman, Board of Supervisors ATTEST: I hereby certify that pursuant to **SACHI HAMAI** Section 25103 of the Government Code, Executive Officer-Clerk delivery of this document has been made. Los Angeles County Board of Supervisors SACHIA. HAMAI **Executive Officer** Clerk of the Board of Directors Deputy EASTSIDE UNION SCHOOL DISTRICT Deputy School District's Principal Representative ATTEST: City Clerk JUN 1 9 2007 City Attorney APPROVED AS TO FORM:

Raymond G. Fortner, Jr. **County Counsel**

SCHOOL DISTRICT SCHOOL RESOURCE DEPUTY SERVICES CONTRACT TABLE OF CONTENTS LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE CENTINELA UNIFIED SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

<u>JULY 1, 2007</u>, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District".

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN **COUNTY - DISTRICT**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGELES		
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By Deputy	By Zev Yaroslavsky Chairman, Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By Deputy CENTINELA UNIFIED SCHOOL DISTRICT		
	A		
	By Opp Water 4-25-07		
ATTEST:	School District's Principal Representative		
Ву			
City Clerk	ADOPTED		
By	BOARD OF SUPERVISORS COUNTY OF LOS ANGELES		
City Attorney	► 105 JUN 1 9 2007		
APPROVED AS TO FORM:			
Raymond G. Fortner, Jr.	SACHI A. HAMAI EXECUTIVE OFFICER		

County Counsel

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE LYNWOOD UNIFIED SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

2007, is made by and between the COUNTY OF LOS

ANGELES, hereinafter referred to as "County," and the LYNWOOD UNIFIED

SCHOOL DISTRICT, hereinafter referred to as "District".

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE. THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By	By Zev Yaroslavsky Chairman, Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By LYNWOOD UNIFIED SCHOOL DISTRICT
	By School District's Principal Representative
ATTEST:	
ByCity Clerk	ADOPTED
Ву	BOARD OF SUPERVISORS COUNTY OF LOS ANGELES
City Attorney	► 1 05 JUN 1 9 2007
APPROVED AS TO FORM:	Sachi a Hamai
Raymond G. Fortner, Jr.	SACHI A. HAMAI EXECUTIVE OFFICER

County Counsel

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& THE HACIENDA LA PUENTE SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
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indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

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- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
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4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
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- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
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- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

	COCITI OF LODINIGEDED
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By	Zev Yaroslavsky Chairman, Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By
,	Deputy
	HACIENDA LA PUENTE SCHOOL DISTRICT
	Ву
ATTEST:	School District's Principal Representative
By	
City Clerk	ADOPTED
By	ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES
City Attorney	BOARD OF SUPERVISORS COUNTY OF LOS ANGELES
	▶ 105 JUN 1 9 2007
APPROVED AS TO FORM:	
Raymond G. Fortner, Jr.	Juche a. Lamai
County Counsel	SACHI A. HAMAI EXECUTIVE OFFICER
of gross	EVECOUAT OU LOCK
y yrosa	
Principal Deputy County Counsel	

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE ANTELOPE VALLEY UNION SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

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- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
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5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

be subscribed in its behalf by its aut	thorized officer.	
	COUNTY OF LOS AN	GELES
ATTEST: SACHI HAMAI	By Zev Yarosia Chairman, Board of	Supervisors I hereby certify that pursuant to Section 25103 of the Government Code,
Executive Officer-Clerk Los Angeles County Board of Supervisors By Deputy		SACHI A. HAMAI Executive Officer Clerk of the Board of Directors
	ANTELOPE VALLEY UNION	
ATTEST:	Senool District's Pri	ncipal Representative
By City Clerk By	A	DOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGENES
City Attorney	► 10	5 JUN 1 9 2007
APPROVED AS TO FORM:	Suc	lui a. Hamai
Raymond G. Fortner, Jr. County Counsel	E	XECUTIVE OFFICER

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& THE GLENDALE UNIFIED SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
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9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES By Zev Yaroslavsky Chairman, Board of by certify (bet pursuant to ATTEST: Section 25103 of the Government Code, SACHI HAMAI delivery of this document has been made. Executive Officer-Clerk SACHLA, HAMAL Los Angeles County **Executive Officer** Board of Supervisors Clerk of the Board of Directors Deputy GLENDALE UNIFIED SCHOOL DISTRICT By School District's Principal Representative ATTEST: City Clerk City Attorney **105** JUN 1 9 2007 APPROVED AS TO FORM:

Raymond G. Fortner, Jr.

Principal Deputy County Counsel

County Counsel

76202

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE LAWNDALE ELEMENTARY SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

2007, is made by and between the COUNTY OF LOS

ANGELES, hereinafter referred to as "County," and the LAWNDALE ELEMENTARY

SCHOOL DISTRICT, hereinafter referred to as "District".

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
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5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN **COUNTY - DISTRICT**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGELES	
ATTEST:	Zev Yaroslavsky Chairman, Board of Supervisor	is tify that pursuant to 03 of the Government Code,
SACHI HAMAI Executive Officer-Clerk	delivery of the	his document has been made
Los Angeles County Board of Supervisors	Executiv	A. HAMAI ve Officer the Board of Directors
By Deputy	By	Jan
,	LAWNIDALE ELEMENTARY COLLO	\ Deputy
	LAWNDALE ELEMENTARY SCHOO	LDISTRICT
	By Joseph All	
ATTEST:	School District's Principal Repr	esentative
By_		
City Clerk	ADOP1	「ED
By	BOARD OF SUPERI COUNTY OF LOS AND	VISORS
City Attorney		
8 ' '	*: 105 JI	UN 1 9 2007
APPROVED AS TO FORM:	Sachi a. H.	ampe.
Raymond G. Fortner, Jr.	SACHI A. HAM	AI .
County Counsel	EXECUTIVE OFFI	CEM
G Gross		
Principal Deputy County Counsel		

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

& THE BELLFLOWER UNIFIED SCHOOL DISTRICT

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

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- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
- 8.3 The District shall be billed based on the service level provided within the parameters of the SH-AD 575, SD School District Law Enforcement Services form.
- 8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, SD School District Law Enforcement Services form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County therefore within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGELES
	By Zev Yaroslavsky Chairman, Board of Supervisors
ATTEST: SACHI HAMAI	I hereby certify that pursuant to Section 25103 of the Government Code,
Executive Officer-Clerk	delivery of this document has been made.
Los Angeles County	SACHI A. HAMAI
Board of Supervisors	Executive Officer Clerk of the Board of Directors
By	Clerk of the Board of Directors
Deputy	By By
	Deputy
	BELLFLOWER UNIFIED SCHOOL DISTRICT
	By School District's Principal Representative
ATTEST:	solitor a lista cost i incipal propresentative
By	
City Clerk	ADOPTED
By	BOARD OF SUPERVISORS
City Attorney	ักกับผิงทั้ง of the innertes
	► 105 JUN 1 9 2007
APPROVED AS TO FORM:	\sim \sim \sim \sim \sim \sim \sim
Raymond G. Fortner, Jr.	SACHI A. HAMAI EXECUTIVE OFFICER

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SCHOOL DISTRICT-COUNTY SCHOOL RESOURCE DEPUTY SERVICES AGREEMENT

RECITALS:

- (a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of District to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and the Sheriff has agreed to provide additional law enforcement services, including but not limited to: patrolling campus grounds, facilities, and parking lots at the direction of the District and the Sheriff's Department.
- 1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the District.
- 2.3 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.
- 2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this agreement and is a municipal function.
- 2.6 The contracting District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or

indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Law enforcement services performed hereunder may include, as requested by the District, dedicated school resource deputy personnel, dedicated supervision, or dedicated civilian support staff.
- 3.2 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 SD School District Law Enforcement Services form (Attachment A).
- 3.3 A new SH-AD 575 SD School District Law Enforcement Services form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 Should the District request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 SD School District Law Enforcement Services form shall be signed and authorized by the District and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.5 The most recent dated and signed SH-AD 575 SD School District Law Enforcement Services form attached to this contract shall be the staffing level in effect between the County and the District.
- 3.6 The District is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's

operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District property and any negligent or wrongful act or omission of District officers, agents and employees, in any way connected with such condition of the District property.

5.2 Without limiting the District's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2007 and shall remain in effect until June 30, 2012.
- 6.2 At the option of the Board of Supervisors and with the consent of the District Representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.
- 8.2 The rates indicated in the SH-AD 575, SD School District Law Enforcement Services form shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.
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- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

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WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By Qeputy	By Zev Yaroslavsky Chairman, Board of Supervisors I hereby certify that pursuant ic Section 25103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Directors By Deputy
ATTEST:	By School District's Principal Representative
ByCity Clerk	ADOPTED BOARD OF SUPERVISORS COUNTY OF LCY ANGELES
City Attorney	105 JUN 1 9 2007
APPROVED AS TO FORM: Raymond G. Fortner, Jr. County Counsel	Sachi A. Hamae SACHI A. HAMAI EXECUTIVE OFFICER
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- Notwithstanding the provisions of Government Code Section 907, if such 9.4 payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the District on deposit with the County without giving further notice to District of County's intention to do so.

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AGREEMENT BETWEEN COUNTY - DISTRICT

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed in its behalf by its authorized officer.

	COUNTY OF LOS ANGELES
ATTEST: SACHI HAMAI Executive Officer-Clerk Los Angeles County Board of Supervisors By	By Zev Yaroslavsky Chairman, Board of Supervisors hereby certify that bursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHIA HAMAI Executive Officer Clerk of the Board of Directors By Deputy LANCASTER SCHOOL DISTRICT
	By <u>School District's Principal Representative</u>
ATTEST:	
ByCity Clerk	ADOPTED BOARD OF SUPERVISORS
ByCity Attorney	1 05 JUN 1 9 2007
APPROVED AS TO FORM:	Suchi A. Hanser SACHI A. HAMAI EXECUTIVE OFFICER
Raymond G. Fortner, Jr. County Counsel	
of grow	_
Principal Deputy County Counsel	